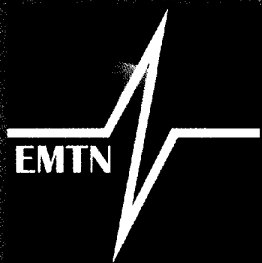


EASTERN MONTANA TELEMEDICINE NETWORK



RECEIVED

AUG 23 1999

FCC MAIL ROOM

August 20, 1999

Federal Communication Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554

To the Office of the Secretary:

In the matter of: Request for Review by the Eastern Montana Telemedicine Network on behalf of the Sidney Health Center, Glendive Medical Center, Colstrip Medical Center and the Eastern Montana Community Mental Health Center, of Decision of Universal Service Administrator, FCC Docket Nos. 97-21 and 96-45

The Eastern Montana Telemedicine Network is a consortium of 11 medical and mental health facilities that utilizes interactive videoconferencing technologies to improve access to specialty medical and mental health services in rural and frontier areas of eastern Montana.

In 1994 Deaconess Billings Clinic and its rural partners entered into a 3-year contract with US West for DS1 service. That contract connected Sidney Health Center, Sidney MT, Glendive Medical Center, Glendive MT to the video bridge in Miles City, MT and the Eastern Montana Community Mental Health Center in Miles City to Deaconess Billings Clinic in Billings, MT (Attachment A). During that same year EMTN received a grant from the Office Rural Health Policy to expand the network by six sites. The Eastern Montana Telemedicine Network realized that unless we could reduce our telecommunications cost it would be difficult for our network to sustain itself. In the fall of 1995 the Eastern Montana Telemedicine Network negotiated an addendum (Attachment B) to the original contract that added Colstrip Medical Center and two other non-eligible circuits to that contract, negotiating rates for 60 months vs. the original 36 month term.

No. of Copies rec'd 0
List ABCDE

In its review USAC did not recognize the existing contractual relationship with US West on the following circuits as being valid and calculated the discounts on the tariffs.

Sidney Health Center
216 14th Ave SW
Sidney, MT 59270
Work Order # 3096

Glendive Medical Center
202 Prospect Drive
Glendive, MT 59330
Work Order #3095

Colstrip Medical Center
6230 Main Street
Colstrip, MT 59323
Work Order #3093

Eastern Montana Community
Mental Health Center
2508 Wilson Lane
Miles City, MT 59301
Work Order #3094

It is the belief of the Eastern Montana Telemedicine Network, Sidney Health Center, Sidney MT, Glendive Medical Center, Glendive, MT, Colstrip Medical Center, Eastern Montana Community Mental Health Center and US West that they are committed to a binding contract.

We request that the four rural health care providers listed above receive Universal Support for the months beginning January 1, 1998 through July 31, 1998.

Sincerely,



Thelma McClosky Armstrong
Director

Cc: Senator Max Baucus
Senator Conrad Burns
Mel Blackwell
Bonnie Lorang
Don Rush
Paul Hanson
John Nordrum
Frank Lane

[Attachment A]

Agreement Number

M11653

Billing Number

M232-5130, M482-5176

M245-7917, M365-5605

U S WEST PRIVATE LINE TRANSPORT DS1 SERVICE AGREEMENT

This is an Agreement between Deaconess Medical Center of Billings ("CUSTOMER"), and U S WEST COMMUNICATIONS, INC. ("USWC"), for the provision of U S WEST Private Line Transport DS1 Service ("Service").

1. **SCOPE.** Under this Agreement, CUSTOMER shall purchase and USWC shall supply Service which provides dedicated, digital 1.544 megabits per second, nonswitched, point-to-point intrastate, intraLATA telecommunications service. USWC shall provide Service up to the Standard Network Interface ("SNI") at CUSTOMER's premises. The SNI is that location where USWC's protected network facilities end and CUSTOMER's inside wire or network begins. USWC provides Service in accordance with the applicable Tariff, Price List, and/or Catalog for the state in which Service is provided, incorporated herein by this reference.

Number of Circuits	Address	Address
<u>1</u>	<u>2800 10th Ave N, Billings, MT</u>	<u>Miles City, MT</u>
<u>1</u>	<u>2508 Wilson, Miles City, MT</u>	<u>216 14th Ave SW, Sidney, MT</u>
<u>1</u>	<u>2508 Wilson, Miles City, MT</u>	<u>202 Prospect Dr., Glendive, MT</u>
<u>1</u>	<u>216 14th Ave SW, Sidney, MT</u>	<u>Culbertson, MT</u>

2. **TERM.** This Agreement will commence on the latest signature date, provided mandatory filing requirements are met. The term of this Agreement will expire thirty six (36) months from either:

- The first installation date of Service (as evidenced by USWC's records), if Service is new; or
- The date of March 1, 1994

Should USWC continue to provide Service after this term without a further agreement, the Service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or, in its absence, this Agreement.

3. **CHARGES.** CUSTOMER agrees to pay the following charges for DS1 Service:

Total Monthly Recurring Charge	\$ <u>6742.49</u>
Total Nonrecurring Charge	\$ <u> </u>

Applicable taxes shall be added to the above charges.

4. **BILLING FOR SERVICE.** CUSTOMER shall pay each bill in full by the payment due date. If late payment charges are applicable and permitted by law, they may be assessed and billed at 1 1/2 percent per month or the highest lawful rate, whichever is less, on the unpaid balance.
5. **SERVICE CHANGES.** CUSTOMER may move the physical location of all or part of Service to another location within the same USWC intrastate intraLATA serving area as this Service or, may upgrade to another Private Line service of greater transmission capability for an equal or greater term than this Agreement without incurring discontinuance charges, provided the following conditions for the move or upgrade ("new service") are met: 1) the new service is provided to CUSTOMER by USWC, 2) CUSTOMER advises USWC that the requested new service replaces existing Service, 3) CUSTOMER's requests for the disconnection of the existing Service and the installation of the new service are received by USWC on the same date, 4) CUSTOMER requests USWC to install the new service on or prior to the disconnection date of the existing Service, 5) CUSTOMER agrees to sign appropriate agreements and to pay all then current recurring and nonrecurring charges related to the new service.
6. **TERMINATION.** Either party may terminate this Agreement for cause provided written notice specifying the cause for termination and requesting correction within thirty (30) days is given the other party and such cause is not corrected within such thirty (30) day period. Cause is any material breach of the terms of this Agreement. If USWC terminates this Agreement for cause, or if CUSTOMER terminates this Agreement WITHOUT cause, CUSTOMER shall pay discontinuance charges. If termination is prior to installation of Service, discontinuance charges shall be those reasonable costs incurred by USWC through the date of termination. If termination is after installation of Service, discontinuance charges will be calculated by taking the total monthly recurring charges at the time of termination, multiplied by the number of months (or fraction thereof) remaining in term, multiplied by forty percent (40%).
7. **OUT-OF-SERVICE CREDIT.** If USWC causes a Service interruption, an out-of-service credit will be calculated under state Tariff. If there is no applicable Tariff and the interruption lasts for more than four (4) consecutive hours after USWC receives notice of it, USWC will give CUSTOMER credit calculated by: (a) dividing the monthly rate for the affected Service by seven hundred twenty (720) hours; and then (b) multiplying that hourly rate by the number of hours, or major fraction, that the Service was interrupted.
8. **SERVICE SUSPENSION/MAINTENANCE.** USWC may from time to time suspend Service for routine maintenance or rearrangement of facilities or equipment. USWC will give CUSTOMER advance notification of the Service suspension. Such Service suspension is not considered an Out-of-Service condition provided Service is restored by the end of the period specified in the notification.
9. **PERSONAL INJURY; PROPERTY DAMAGE.** Each party shall be responsible for any actual physical damages it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED HOWEVER, THAT NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.

10. **LIMITATION OF LIABILITY.** USWC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. EXCEPT AS PROVIDED IN SECTION 9, ANY USWC LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT UNDER THIS AGREEMENT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.
11. **NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **UNCONTROLLABLE CONDITIONS.** Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
13. **DISPUTE RESOLUTION.**
- Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, related directly or indirectly to this Agreement, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA").
 - All expedited procedures prescribed by the AAA shall apply. There shall be no discovery other than the exchange of information which is provided to the arbitrator by the parties. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.
 - Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-15) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.
 - If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.
14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders including the Modification of Final Judgment ("MFJ"), as issued in United States v. Western Electric Co., et al., Civil Action No. 82-0192, U.S. District Court for the District of Columbia, and all subsequent orders issued in or related to that proceeding. This Agreement shall be governed by the laws of the state where Service is provided.
15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. Further, if USWC determines that this Agreement or a provision of this Agreement is inconsistent with the MFJ, this Agreement or that provision shall terminate upon written notice to the CUSTOMER to that effect. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
16. **GENERAL PROVISIONS.**
- Failure or delay by either party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.
 - This Agreement will not be assignable by CUSTOMER without the express written consent of USWC.
 - This Agreement benefits CUSTOMER and USWC. There are no third party beneficiaries.
 - This Agreement constitutes the entire understanding between CUSTOMER and USWC with respect to Service provided herein and supersedes any prior agreements or understandings.

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CUSTOMER

Kristianne B. Wilson

Signature

Kristianne B. Wilson

Name Printed or Typed/Title

3/15/94

Date

200 N. P.O. Box 37000

Address for Notice

Attn. Outreach Services

U.S. WEST COMMUNICATIONS, INC.

[Signature]

Signature

John Lloyd, Director

Name Printed or Typed/Title

3/25/94

Date

401 North 31st, Billings, MT 59101

Address for Notice

U S WEST Communications, Inc.
P.O. Box 2554
Billings, Montana 59103
406 254-4895

Alice M. Lahren
Account Executive
Large Business Services



November 30, 1993

Mr. Mike Strand
Matteucci Falcon Squires & Lester
PO. Box 149
21 3rd Street North
Great Falls, MT 59403

RE: DS1 Contractual Agreement - Deaconess Medical Center, Billings, MT

This an informational memo to review the status of this contract negotiation.

During our last conversation regarding the negotiation of a DS1 Contract for the Telemedicine Network for the Deaconess Medical Center of Billings, the following items were discussed:

- 1) Nemont Telephone Coop had agreed to mirror the U S WEST DS1 Intrastate pricing for the circuit between Sidney and Culbertson.
- 2) U S WEST will bill 49% of the circuit between Sidney and Culbertson or an equivalent monthly charge of \$489.12 and a one-time installation cost of \$600.

35	Interexchange Miles @ 14.99 x 49%	\$257.08
1	Fixed Rate Element @ 196.20 x 49%	96.14
1	Channel Termination	126.90
1	Clear Channel Feature	<u>9.00</u>
		\$489.12

- 3) The question was raised as to whether or not Nemont would bill 51% of rate elements associated with the Sidney to Culbertson circuit or an equivalent monthly charge of \$503.53 and a one-time installation cost of \$600?

35	Interexchange Miles @ 14.99 x 51%	\$267.57
1	Fixed Rate Element @ 196.20 x 51%	100.06
1	Channel Termination	126.90
1	Clear Channel Feature	<u>9.00</u>
		\$503.53

- 4) Also, would the Independent Telephone Companies involved in the sale of exchange agree to mirroring U S WEST Intrastate DS1 contractual rates for the Eastern Montana Telemedicine Network as this network is expanded to include other locations and bill according to negotiated Billing Percentages between U S WEST and the Independent Telephone Companies?

Mr. Mike Strand
Page 2
November 30, 1993

The Deaconess Medical Center and U S WEST are anxious to complete a contractual agreement for the existing telemedicine network sites. I have included the U S WEST INTRASTATE PRIVATE LINE TRANSPORT DS1 CONTRACT for your information. This is the agreement that U S WEST will be asking the customer to sign. The Deaconess Medical Center would like to be able to sign a separate contractual agreement for the independent portion of the DS1 circuit between Sidney and Culbertson.

I realize that your time has been limited and it was necessary for me to pursue the issue. However, I feel that I have been remiss in resolving this issue in a timely manner. I would sincerely appreciate your assistance and advice.

Sincerely,



Alice M. Lahren
Account Executive

EXHIBIT A
PAGE 2 OF 2

The Law Firm of
Matteucci, Falcon, Squires & Lester, P.C.
A Professional Corporation

Arthur G. Matteucci
Daniel L. Falcon
William A. Squires
Randall C. Lester
Michael C. Strand
Dirk M. Sandefur

Suite 200
Norwest Bank Building
P.O. Box 149
Great Falls, Montana 59403
(406) 727-5740
FAX (406) 727-9415

January 12, 1994

Alice M. Lahren
Account Executive
Large Business Services
U S WEST Communications, Inc.
P.O. Box 2554
Billings, MT 59103-2554

VIA FAX AND
UNITED STATES MAIL

RE: DS1 Contractual Agreement

Dear Alice:

Again, thank you for your patience in awaiting our response to your inquiries regarding the DS1 Contractual Agreement with the Billings Deaconess Medical Center. By Cooperative, the following are the responses of our Managers:

1. **Nemont Telephone Cooperative, Inc.** Dick Thronson of Nemont Telephone Cooperative, Inc. indicated that he would concur with the rates as set forth in your letter, attached hereto as Exhibit A. According to Mr. Thronson, the rates could even conceivably be lower than the rates set forth in your letter, but he is willing to concur with the rates in your letter. Mr. Thronson is forwarding a letter confirming this to me, and I will pass that along to you as Exhibit B to this letter as soon as I receive it.
2. **Range Telephone Cooperative, Inc.** Curtiss Fleming, the Assistant Manager of Range Telephone Cooperative, Inc., has indicated that Range Telephone Cooperative, Inc. would be willing to provide DS1 circuits within its service areas at the terms and conditions detailed on the tariff page, Exhibit C attached hereto.
3. **Triangle Telephone Cooperative Association, Inc.** Rick Stevens of Triangle Telephone Cooperative Association, Inc. indicated that Triangle Telephone Cooperative Association, Inc. would charge the rates attached hereto as Exhibit D.

January 12, 1994
Page Two

4. **Blackfoot Telephone Cooperative, Inc.** As you can see from the letter from Blackfoot Telephone Cooperative, Inc., Exhibit E attached hereto, although Earl Owens does not have a problem with the rates as stated, he feels it unlikely that the Project will extend to his area and in any event questions whether U S WEST can contract for interLATA services.
5. **Mid-Rivers Telephone Cooperative, Inc.** Gerry Anderson from Mid-Rivers Telephone Cooperative, Inc. indicated that Mid-Rivers Telephone Cooperative, Inc. has no problem with the U S WEST tariff structure for the DS1 Contract as stated in your letter attached as Exhibit A.
6. **3 Rivers Telephone Cooperative, Inc.** Art Isley indicated that he was unwilling to discuss possible extension of the Project into his area at this time. When (and if) the Project is extended to his area, he would be willing to discuss rates at that time.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MATTEUCCI, FALCON, SQUIRES & LESTER, P.C.

By: 

Michael C. Strand

MCS/sr
Enclosures

U S WEST Communications, Inc.
P.O. Box 2554
Billings, Montana 59103
406 254-4895

Alice M. Lahren
Account Executive
Large Business Services



February 25, 1994

Ms. Kristianne Wilson
Vice President
Deaconess Development Services
2800 10th Avenue North
Billings, MT 59101

RE: DS1 Contract Agreement

U S WEST Communications is planning to change the current termination liability language in its Private Line Service Agreements. It is anticipated that this change should occur by the end of the first quarter of 1994 and all existing contracts will be re negotiated to incorporate the new language. The expected language will modify the termination percentage from 40% to approximately 15-20%. In addition, it will allow the customer to change to any U S West service providing that the new agreement is equivalent to approximately 120% of the remaining term of the original agreement.

In addition to the above mentioned changes, U S West is evaluating my request to expand the non-appropriations clause, for Private Line Services, to include nonprofit organizations receiving government funding for their programs. This is under investigation through the business case process. The following timeline is our best estimate of its anticipated progress.

Completion of Business Case/Recommendation	3/31/94
If Change is recommended, MFJ compliance review	5/6/94
Approval by stakeholders	6/3/94
Implementation	8/5/94

Hopefully, these changes will be beneficial in assisting you making a long-term commitment on the DS1 backbone network. The intent of these changes is to offer our customers added flexibility to meet their changing network needs in the future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alice M. Lahren".

Alice M. Lahren
Account Executive

cc: Dennis Lester
John Lloyd
Jesse Martinez

to addendum

DBCHS
Telemedicine Phone Bill Worksheet
Update 12/19/94

DS1 Pricing by Site	Acct #	Monthly - 3 Year Amount	Contract US West Only	NEW RATES As of 9/1/94	Credit Adjust (\$60)	NEW RATES As of 12/1/94
Blgs to Miles City	M245-7917	2491.65	2491.65	2473.65		2473.65
Miles City to Glendive	M365-5605	1547.28	1547.28	1529.88		1529.88
Miles City to Sidney	M232-5130	2281.79	2281.79	2263.79		2263.79
Sidney to Culbertson	M482-5176	917.66	421.77	472.77	412.77	472.77
		7238.38	6742.49	6740.09	\$6,680.09	6740.09

US West Contract less NEMONT		6742.49	6680.09			6740.09
Sidney to Culbertson-US WEST	421.77					
Sidney to Culbertson- Nemont	495.89	495.89	495.89	Diff		358.24
		7238.38	\$7,175.98	\$62.40		\$7,098.33

ISSUES

Currently continuing to pay extra 320/month for Miles City Holy Rosary Connection pending removal of equipment

M232-5129 9/1 update - will be removed and installed in Helena - New Bill to come

NEMONT - will be eventually billing us for the \$495.89 - but to date not yet - continue to pay 917.66 - which is a change from the original bill (977.66) - as \$60 error - Alice will be fixing and we will receive a credit back through March 1994

9/1 Update - will receive ongoing \$60 credit as could not fix billing %
12/19/94 Update - Nemont - Change in billing % - US West unable due to internal system issues to adjust rate - per Alice on 12/6/94 - agree to \$472.77 and a lower Nemont \$358.24 = Total 831.01 vs Contract 917.66-DIFF = \$86.65 For remainder of contract period

PER ALICE

If Bill is lower than agreed to amounts - PAY the lower amount
 If Bill is higher than agreed to amounts - PAY the Fixed contract rate

Discrepancies may occur due to write off of late charges

Please Direct Questions to **ALICE LAHREN - US West** **254-4895**

741

\$558

MHA monthly

INTERSTATE PRIVATE LINE TRANSPORT SERVICES

PRICING PLAN ACKNOWLEDGEMENT

from

Deaconess-Billings Clinic Health System
Customer's Legal Name ("I/Me")

I hereby order from U S WEST® Communications, Inc., ("U S WEST") the U S WEST Interstate Access Service ("Service") indicated below. I understand and agree that U S WEST provides Service solely under the Regulations, Rates and Charges of U S WEST's Interstate Access Tariff ("Tariff") which governs Service.

Service Requested

- ☐ Analog Voice Grade 4-W ☐ Digital Data/Speed Requested _____ ☒ DS1/1.544 Mbps
- ☐ DS3/44.736 Mbps ☐ SST/Speed Requested _____ ☐ SHNS / Speed Requested _____
- ☐ SVDS / Speed Requested _____

Provide Service between see attached ADDRESS and _____ ADDRESS

Billing No. _____ Circuit No. _____

Optional Features: B8Z9 (Clear Channel)

☒ If checked, additional Service information is attached to this Acknowledgement, however attachments will not add to or change, the Regulations, Rates and Charges of the Tariff.

Rate Plan

The following Monthly Rate ("Rate") for Service reflects the Rates currently in effect in the Tariff. I understand the actual Rate will be those in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by U S WEST, and will increase or decrease as tariffed rates change, unless these rates are locked in for a fixed term.

Total Monthly Rate: \$ 5204.32 as of 12/1/95 DATE

I have selected Tariff's Pricing Plan ("Plan") which protects the Rate from U S WEST Initiated Rate increases for sixty (60) months ("Plan Term") and I understand: 1) If Plan's Rates decrease, my Rates will also decrease, where allowed by Tariff and; 2) If I disconnect Service, in whole or in part, after Service is installed, but prior to the completion of the Plan Term, Tariff's discontinuance charges may apply.

If I change or cancel my order for Service, in whole or in part, prior to installation, Tariff charges may apply.

Kristianne B. Wilson
Authorized Customer Signature

Kristianne B. Wilson Vice President, Regional Services
Name Typed / Printed and Title

11/17/95
Date of Signature

11/13/95

ATTACHMENT TO INTERSTATE PRIVATE LINE TRANSPORT SERVICES

PRICING PLAN ACKNOWLEDGEMENT

CIRCUIT LOCATIONS:

- Circuit 1:** Deaconess Medical Center of Billings
2800 10th Avenue North
Billings, MT
- Circuit 2:** Colstrip Medical Center ✓
6230 Main Street
Colstrip, MT
- Circuit 3:** Behavioral Health Center
550 North 31
Billings, Mt
- Circuit 4:** Eastern Montana Mental Health Center ✓
2508 Wilson
Miles City, MT
- Circuit 5:** Glendive Medical Center ✓
202 Prospect Drive
Glendive, MT
- Circuit 6:** Community Memorial Hospital
216 14th Avenue SW
Sidney, MT

August 11, 1999

USWEST

Thelma McClosky Armstrong
Eastern Montana Telemedicine Network
C/O Deaconess Billings Clinic
PO Box 3700
Billings, MT 59107-7000

RE: EMTN USAC Rural Healthcare Corporation Reimbursement

Dear Thelma McClosky Armstrong:

Attached is a copy of the Interstate Private Line Transport Services, Pricing Plan Acknowledgement between U S WEST Communications, Inc. and Deaconess-Billing Clinic Health System.

The sixty (60) month agreement, number M11933, and attachment for dedicated T-1 service was signed and executed by the customer on November 11, 1995 with an effective date of December 1, 1995.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. A. Kilmer', with a long horizontal flourish extending to the right.

Steven A. Kilmer
Contract Administrator
Contract Development & Services

INTERSTATE PRIVATE LINE TRANSPORT SERVICES

PRICING PLAN ACKNOWLEDGEMENT

from

Deaconess-Billings Clinic Health System

Customer's Legal Name ("I/Me")

I hereby order from U S WEST® Communications, Inc., ("U S WEST") the U S WEST Interstate Access Service ("Service") indicated below. I understand and agree that U S WEST provides Service solely under the Regulations, Rates and Charges of U S WEST's Interstate Access Tariff ("Tariff") which governs Service.

Service Requested

- ☐ Analog Voice Grade 4-W ☐ Digital Data/Speed Requested _____ ☒ DS1/1.544 Mbps
- ☐ DS3/44.736 Mbps ☐ SST/Speed Requested _____ ☐ SHNS / Speed Requested _____
- ☐ SVDS / Speed Requested _____

Provide Service between see attached and _____
ADDRESS ADDRESS

Billing No. _____ Circuit No. _____

Optional Features: B8ZS (Clear Channel)

☒ If checked, additional Service information is attached to this Acknowledgement, however attachments will not add to or change, the Regulations, Rates and Charges of the Tariff.

Rate Plan

The following Monthly Rate ("Rate") for Service reflects the Rates currently in effect in the Tariff. I understand the actual Rate will be those in effect in the Tariff on the first date of installation of Service, or for existing Service, the date the service order is completed by U S WEST, and will increase or decrease as tariffed rates change, unless these rates are locked in for a fixed term.

Total Monthly Rate: \$ 5204.32 as of 12/1/95 DATE

I have selected Tariff's Pricing Plan ("Plan") which protects the Rate from U S WEST Initiated Rate increases for sixty (60) months ("PlanTerm") and I understand: 1) If Plan's Rates decrease, my Rates will also decrease, where allowed by Tariff and; 2) If I disconnect Service, in whole or in part, after Service is installed, but prior to the completion of the Plan Term, Tariff's discontinuance charges may apply.

If I change or cancel my order for Service, in whole or in part, prior to installation, Tariff charges may apply.

Kristianne B. Wilson
Authorized Customer Signature

Kristianne B. Wilson Vice President, Regional Services
Name Typed / Printed and Title

11/17/95
Date of Signature

11/13/95

ATTACHMENT TO INTERSTATE PRIVATE LINE TRANSPORT SERVICES

PRICING PLAN ACKNOWLEDGEMENT

CIRCUIT LOCATIONS:

- Circuit 1:** Deaconess Medical Center of Billings
2800 10th Avenue North
Billings, MT
- Circuit 2:** Colstrip Medical Center
6230 Main Street
Colstrip, MT
- Circuit 3:** Behavioral Health Center
550 North 31
Billings, Mt
- Circuit 4:** Eastern Montana Mental Health Center
2508 Wilson
Miles City, MT
- Circuit 5:** Glendive Medical Center
202 Prospect Drive
Glendive, MT
- Circuit 6:** Community Memorial Hospital
216 14th Avenue SW
Sidney, MT

USAC

UNIVERSAL SERVICE
ADMINISTRATIVE CO.

Rural Health Care Division
7420 Fullerton Road, Suite 104
Springfield, VA 22153

www.rhc.universalservice.org
Voice: 800-229-5476
Fax: 703-923-1186

July 23, 1999

Thelma McClosky Armstrong
Eastern Montana Telemedicine Network
2800 10th Ave. North, PO Box 37000
Billings, MT 59107

Dear Thelma McClosky Armstrong:

The Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC) has completed a review of your FCC Forms 466 and 468 and made decisions with respect to your request for discounted telecommunications services. This letter is to advise you of our decisions. We have sent this letter to both the rural HCP mailing address (above) and the rural HCP physical location (below) if these addresses are different.

HCP Number: 10264
HCP Contact Name: Paul Hanson
HCP Name: Glendive Medical Center
HCP Address: 202 Prospect Dr.
Glendive, MT 59330

In addition, a copy of this letter has been sent to your telecommunications carrier listed below.

Telecommunications Carrier Name: U S WEST
Service Provider Identification Number (SPIN): 143005231

Based on the information provided on your applications, the RHCD determined that the rural HCP may receive the onetime (non-recurring) and monthly recurring support amounts shown below for Year One (1/1/98 to 6/30/99). The estimated total support amount listed below is what the RHCD has reserved for your request.

Telecommunications Service: T1 - 1.544 Mbps

Quantity of Service	Type of Service Agreement	Eligible Support Start Date	Support End Date	Estimated Months of Support	Non-Recurring Support Amount	Monthly Recurring Support Amount	Estimated Total Support Amount	Work Order Number
1	Tariff	8/3/98	6/30/99	10.94	\$0.00	\$673.11	\$7,363.82	3095

To help you understand the information provided in this letter, the following definitions are provided:

- **Telecommunications Service:** The type of telecommunications service ordered from the telecommunications carrier as shown on Form 468.
- **Quantity of service:** The number of eligible telecommunications services requested from the telecommunications carrier as shown on Forms 466 and 468 and supporting documentation.
- **Type of Service Agreement:** This reflects RHCD's determination of whether the applicant is eligible for support based on a contract or a tariff.

USAC

UNIVERSAL SERVICE
ADMINISTRATIVE CO.

Rural Health Care Division
7420 Fullerton Road, Suite 104
Springfield, VA 22153

www.rhc.universalservice.org
Voice: 800-229-5476
Fax: 703-923-1186

July 23, 1999

Thelma McClosky Armstrong
Eastern Montana Telemedicine Network
2800 10th Ave. North
Billings, MT 59107

Dear Thelma McClosky Armstrong:

The Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC) has completed a review of your FCC Forms 466 and 468 and made decisions with respect to your request for discounted telecommunications services. This letter is to advise you of our decisions. We have sent this letter to both the rural HCP mailing address (above) and the rural HCP physical location (below) if these addresses are different.

HCP Number: 10262
HCP Contact Name: John Nordrum
HCP Name: Colstrip Medical Center
HCP Address: 6230 Main Street
Colstrip, MT 59323

In addition, a copy of this letter has been sent to your telecommunications carrier listed below.

Telecommunications Carrier Name: U S WEST
Service Provider Identification Number (SPIN): 143005231

Based on the information provided on your applications, the RHCD determined that the rural HCP may receive the onetime (non-recurring) and monthly recurring support amounts shown below for Year One (1/1/98 to 6/30/99). The estimated total support amount listed below is what the RHCD has reserved for your request.

Telecommunications Service: T1 - 1.544 Mbps

Quantity of Service	Type of Service Agreement	Eligible Support Start Date	Support End Date	Estimated Months of Support	Non-Recurring Support Amount	Monthly Recurring Support Amount	Estimated Total Support Amount	Work Order Number
1	Tariff	8/3/98	6/30/99	10.94	\$0.00	\$420.90	\$4,604.65	3093

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July 23, 1999

Thelma McClosky Armstrong
Eastern Montana Telemedicine Network
2800 10th Ave. North, PO Box 37000
Billings, MT 59107

Dear Thelma McClosky Armstrong:

The Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC) has completed a review of your FCC Forms 466 and 468 and made decisions with respect to your request for discounted telecommunications services. This letter is to advise you of our decisions. We have sent this letter to both the rural HCP mailing address (above) and the rural HCP physical location (below) if these addresses are different.

HCP Number: 10265
HCP Contact Name: Don Rush
HCP Name: Sidney Health Center
HCP Address: 216 14th Ave. SW
Sidney, MT 59270

In addition, a copy of this letter has been sent to your telecommunications carrier listed below.

Telecommunications Carrier Name: U S WEST
Service Provider Identification Number (SPIN): 143005231

Based on the information provided on your applications, the RHCD determined that the rural HCP may receive the onetime (non-recurring) and monthly recurring support amounts shown below for Year One (1/1/98 to 6/30/99). The estimated total support amount listed below is what the RHCD has reserved for your request.

Telecommunications Service: T1 - 1.544 Mbps

Quantity of Service	Type of Service Agreement	Eligible Support Start Date	Support End Date	Estimated Months of Support	Non-Recurring Support Amount	Monthly Recurring Support Amount	Estimated Total Support Amount	Work Order Number
1	Tariff	8/3/98	6/30/99	10.94	\$0.00	\$380.90	\$4,167.05	3096

To help you understand the information provided in this letter, the following definitions are provided:

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July 23, 1999

Thelma McClosky Armstrong
Eastern Montana Telemedicine Network
2800 10th Ave. North, PO Box 37000
Billings, MT 59107

Dear Thelma McClosky Armstrong:

The Rural Health Care Division (RHCD) of the Universal Service Administrative Company (USAC) has completed a review of your FCC Forms 466 and 468 and made decisions with respect to your request for discounted telecommunications services. This letter is to advise you of our decisions. We have sent this letter to both the rural HCP mailing address (above) and the rural HCP physical location (below) if these addresses are different.

HCP Number: 10263
HCP Contact Name: Frank Lane
HCP Name: Eastern Montana Community Mental Health Center
HCP Address: 2508 Wilson Lane
Miles City, MT 59301

In addition, a copy of this letter has been sent to your telecommunications carrier listed below.

Telecommunications Carrier Name: U S WEST
Service Provider Identification Number (SPIN): 143005231

Based on the information provided on your applications, the RHCD determined that the rural HCP may receive the onetime (non-recurring) and monthly recurring support amounts shown below for Year One (1/1/98 to 6/30/99). The estimated total support amount listed below is what the RHCD has reserved for your request.

Telecommunications Service: T1 - 1.544 Mbps

Quantity of Service	Type of Service Agreement	Eligible Support Start Date	Support End Date	Estimated Months of Support	Non-Recurring Support Amount	Monthly Recurring Support Amount	Estimated Total Support Amount	Work Order Number
1	Tariff	8/3/98	6/30/99	10.94	\$0.00	\$1,339.36	\$14,652.60	3094

To help you understand the information provided in this letter, the following definitions are provided:

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- **Type of Service Agreement:** This reflects RHCD's determination of whether the applicant is eligible for support based on a contract or a tariff.